

UNIVERSITY CHURCH CHICAGO  
AGREEMENT FOR THE USE OF CONGREGATION FACILITIES

This Agreement is made this day of April 1st, 2019, by and between  
University Church Chicago (being referred to herein as the "Congregation") and  
Stories Connect NFP (being referred to herein as the "Program").

WHEREAS, this Agreement is made by the Congregation and the Program with the shared goal  
and purpose of increasing the religious, charitable and/or educational use of the Congregation's  
facilities in a manner which, in the sole judgment of the Congregation, conforms to the religious  
aims and polity of the United Church of Christ .

WITNESSETH:

That in consideration of the Program's covenants and agreements herein contained, the  
Congregation hereby grants a license to the Program to use:

The area designated in the attached hereto as known Exhibit A (the "Premises") and  
located in the building (said building being referred to herein as the "Facility"). The  
Premises and the Facility are part of the Congregation's real property (the "Property") located  
at 5655 S. University. To use the same for a term of ?? Months, commencing  
April 1<sup>st</sup> 2019 and expiring on ????, unless previously terminated, as  
hereinafter provided ("Term"), during the following times: Monday through  
Sunday\_\_\_\_\_

[Exceptions noted in attached MOU].

IN CONSIDERATION of this Agreement, the Program covenants and agrees with the Congregation as follows:

A. PAYMENT

Program agrees to pay Congregation a portion of the monthly expenses for the operation of the Premises, the amount of which is payable in monthly installments of \$ 1750.00 ("Share ~~X~~ of Expenses") in advance upon the first day of every calendar month of the Term, and all of said payments shall be made at the office of Congregation, as set forth above or at such place as the Congregation may from time to time designate. Payment for any partial month shall be prorated on a per diem rate based on the prior or succeeding month's payment for a fraction of a month if the Term begins or ends on any day other than the first or last day of a calendar month. If the Term is longer than \_\_\_\_\_ (??) months, adjustments to the Share of Expenses, payable monthly, shall be made on the first anniversary date of this Agreement and annually thereafter including any extension period, if applicable. Any such adjustments shall be the result of changes in operating costs based on the percentage increase or decrease in the operating expenses of the Facility over the prior year.

B. USE

The Premises shall not be used with a view to profit. The Program shall use and occupy the Premises for religious, educational and charitable purposes, specifically for \_\_\_\_\_

\_\_\_\_\_ and for no other use or purpose. Use of the premises by the Program shall also be subjected to

the Rules and regulations set forth on Exhibit B attached hereto and made a part hereof

(the Rules and Regulations) as amended from time to time by Congregation.

- 1) The Program acknowledges that the Premises is part and parcel of the Property and that Congregation operates a church and other related activities within the Property, and that Congregation Agreements other parts of the Property to third party tenants (other than The Program).
- 2) The Program agrees that it shall not use the Premises or any other portion of the Property in any manner that interferes with Congregation's or any other third party tenant's use of the Property (or any portion thereof).
- 3) The Program will not permit any unlawful or immoral practice to be committed or carried on in the Premises. \*
- 4) The Program shall not cause, nor permit to be caused, any activity which creates a nuisance or disturbance to the balance of the Property (or any of the occupants or users thereof, including, without limitation, any tenants thereof), or any property in the vicinity of the Property.
- 5) The Program, upon direction by the Congregation, will remove any person from the Premises, who in Congregation's judgment is creating or causing a nuisance or disturbance or is conducting himself or herself in an improper manner.
- 6) The Program shall be solely responsible for ensuring the security and safety of the Premises, as well as all employees, representatives, agents, licensees, invitees, customers, vendors, contractors and guests of The Program who use or occupy the Premises or any portion thereof.
- 7) The Program shall, at its own expense, keep the Premises and those parts of the Facility it uses in good repair and in a useable, clean and orderly condition during the times it uses the Premises or Facility, replacing at its own expense, any and all broken glass with glass of same size and quality and repairing any other injury or damage caused by its use or the activities of its employees, agents, clients or other persons entering the Premises or the Facility invited or permitted to so enter by the Program. If not included in the Share of Expenses, the Program shall be responsible for janitorial services for the Premises and those parts of the Facility it uses for the times it so uses such parts. \*



### C. CONDITION OF PREMISES

No representations, except those that are expressly stated herein, have been made to the Program respecting the condition of the Premises. The taking possession of the Premises by the Program shall be conclusive evidence as against the Program that the Premises were in good and satisfactory condition when possession of the same was so taken; and the Program will, at the termination of this Agreement by lapse of time or otherwise, return the Premises to the Congregation in as good condition as when received, loss by fire and ordinary wear excepted.

### D. TRANSFER OF PROGRAM'S INTEREST

The Program shall not assign this Agreement or any interest hereunder and will not transfer its interest under this Agreement or the use of the Premises or any part thereof; and will not permit the use of the Premises by any parties other than the Program, employees, agents, clients or other persons served by the Program, except with the written consent of the Congregation. If the Program shall at any time during the Term become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Program, or if a receiver or a trustee of the Program's property shall be appointed, or if the Program shall make an assignment for the benefit of creditors, or if this Agreement and the Program's license to use the Premises shall, by operation of law, devolve upon or pass to any person or persons other than Program, then and in each of said cases the Congregation, at the Congregation's election, may terminate this Agreement and re-enter the Premises and take possession thereof without the service of any notice or demand whatever.

#### E. REPAIRS AND ALTERATIONS \*

Program shall be solely responsible for and shall promptly repair any damage to the Premises due to any action or omission of Program. The Congregation may enter the Premises at all reasonable times for the purpose of making any required repairs or alterations thereon as Congregation shall deem necessary for the safety, preservation or improvement of the Premises or Facility. The Program shall make no alterations or additions to the Premises without first obtaining Congregation's written consent, and Program shall submit to Congregation upon request paid bills, contractors' affidavits and full and final lien waivers for any alterations or repairs made by Program. All erections, additions, fixtures and improvements, whether temporary or permanent in character, (except only the moveable office furniture of the Program) made in or upon the Premises, either by the Congregation or the Program, shall be the Congregation's property and shall remain upon the Premises at the termination of this Agreement, by lapse of time or otherwise.

#### F. PROGRAM NOT TO MISUSE PREMISES OR FACILITY

The Program shall not use or permit upon the Premises or the Facility anything that may be dangerous to life or limb; and will not store on the Premises or Facility any hazardous or flammable material, including, without limitation, any paint, gasoline, kerosene, cleaning solvents or other hazardous or flammable liquids; and will do nothing and suffer nothing to be done upon the Premises or the Facility in any way tending to create a nuisance or to disturb any other occupant of the Facility, or to injure the reputation of the Congregation, or to annoy

occupants of any neighboring property; and will comply with all laws, ordinances and health and police regulations respecting the Premises; and will not use the Premises for lodging or sleeping purposes, or for any immoral or illegal purpose.

#### G. NON LIABILITY OF CONGREGATION

The Congregation shall not be liable for any damage, either to person or property, sustained by the Program or by other persons, due solely to any act or neglect of Program or any occupant of the Premises.

#### H. DEFAULT: CONGREGATION'S REMEDIES

In case the Program makes any default in respect to any of the its covenants under this Agreement, and fails to cure such default within thirty (30) days of Congregation's notice thereof, then the Congregation may, at its option, terminate this Agreement and upon such termination, the Program shall at once surrender possession of the Premises to the Congregation, and if such possession is not immediately surrendered, the Congregation may re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. No receipt of moneys by the Congregation from the Program, after the termination of this Agreement, or after the giving of any notice, shall reinstate, continue or extend the Term or affect any notice given to the Program prior to the receipt of such money.

## I. LIENS

Congregation: The Congregation shall have a first lien upon the interest of the Program under this Agreement and to all property of the Program in the Premises, to secure the payment of all moneys due under this Agreement, which lien may be foreclosed in equity at any time when money is overdue under this Agreement; and the Congregation shall be entitled to name a receiver of said interest, to be appointed in any such foreclosure proceeding, who shall take possession of the Premises and such property and who may transfer Program's interest and such property under the orders of the court appointing the receiver.

Program: Without limiting any other term or provision of this Agreement, Program hereby covenant with Congregation that Program shall not permit any lien to attach to the Premises or any portion of the Property. If any such lien shall attach, Program shall promptly cause the same or any claim therefor to be released. In the event Program contests any claim for any such lien, Program agrees to indemnify and secure Congregation to Congregation's reasonable satisfaction. If Program shall fail to discharge any lien as provided above, Congregation may (but shall not be obligated to) discharge such lien on Program's behalf at Program's sole cost and expense.

## J. CERTAIN RIGHTS NOT GRANTED

This Agreement does not grant any estate or ownership rights in the Premises or the property of the Congregation to the Program. The interest of the Program is that of a mere licensee.



#### K. RETAINING POSSESSION

If the Program retains possession of the Premises or any part thereof after the termination of this Agreement by lapse of time or otherwise, then the Congregation may, at its option, within thirty (30) days after the termination of the Term, serve written notice upon Program that such holding over constitutes the creation of a month to month Agreement, upon the terms of this Agreement. Unless such written notice is given, it shall be implied that Program retains possession without permission, and all of the above provisions under "Default: Congregation's Remedies" shall be available to the Congregation's benefit. Program shall also pay to Congregation all damages sustained by Congregation resulting from retention of possession by Program.

#### L. EMINENT DOMAIN

If the Facility or any portion thereof containing the Premises shall be taken or condemned by any competent authority for a public use or purpose, the Term shall end upon the date when possession of the part so taken shall be required for such use or purpose, without apportionment of the award, and Program, as of such date, shall have no further obligations or benefits hereunder, and shall not be entitled to receive any portion of the award.



#### M. FIRE AND CASUALTY

If, during the life of this Agreement, the Premises shall be so injured by fire, explosion or other casualty, as to be untenable, then unless said injury be repaired within sixty (60) days thereafter either party hereto may cancel this Agreement, in which case the Share of Expenses shall be apportioned and paid to the day of such fire, explosion or other casualty.

#### N. UTILITIES

Congregation shall be solely responsible for the payment of all water, gas and electricity payments in connection with the Premises and the Facility. Congregation shall furnish to Program a reasonable amount of heat from October 1st to May 1st for the comfortable use of the Premises during the Program's business hours.

#### O. INSURANCE/INDEMNITY/WAIVER

At the Program's sole cost and expense, Program shall carry the following insurance naming the Program, the Congregation and its respective agents and employees as insureds in form and substance satisfactory to the Congregation in its sole discretion. A Comprehensive General Liability Insurance policy on the Premises without any deductible amount and with the following limits: not less than \$1,000,000.00 with respect to injury or death to a single person and an amount not less than \$2,000,000 with respect to any one occurrence, and for damage to property of not less than \$1,000,000. The Congregation shall be named as an additional

insured as its interest may appear and certification shall be filed along with a copy of the endorsement adding additional insureds. The insurance policy shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) day's prior written notice to the Congregation. The policy or duly executed certificates for the same together with satisfactory evidence of the payment of the premiums thereof shall be deposited with the Congregation, prior to occupancy of the Premises and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Program shall provide copies of policies or certificates of insurance evidencing coverages required by this Agreement. Should the Program fail to obtain and maintain any such insurance, the Congregation may (but shall not be obligated to) obtain such insurance and keep the same in effect and the Program shall pay the premium cost thereof upon demand. Program hereby agrees to indemnify, defend (with Congregation having the right to retain counsel for the purpose of participating in such defense, at Program's sole cost and expense) and hold Congregation harmless from and against and with respect to any and all obligations, liabilities, claims, accounts, demands, liens or encumbrances, whether direct or contingent and no matter how arising in any way related to the use of the Congregation's property by the Program and arising or accruing on or after the use of the Congregation's property by the Program (including but not limited to, actions brought or claims made after the termination of this Agreement) or in any way related to or arising from any act, conduct, omission, contract or commitment of Program, at any time. In addition, Congregation and Program each waives its right of recovery against the other and each releases the other from any claim arising out of loss, damage, or destruction to the Premises and/or Facility and other improvements on the Premises or Facility, or contents on or in the same, to the extent its respective property is covered by a policy of insurance whether or not the loss, damage, or destruction may be attributable to the negligence of either party or its respective agent, visitor, contractor, servant, or employee. Each policy shall include a waiver of

the insurer's right of subrogation against the party who is not an insured under the policy.

#### P. TERMINATION

Either party may at any time during the Term, terminate this Agreement, upon sixty (60) days' written notice to the other. Upon the termination of this Agreement (whether by reason of the expiration of the Term, the occurrence of an Event of Default, a Termination Event or otherwise), Program shall, at its sole cost and expense, cause any and all personal property or improvements owned by Program and located on the Premises or elsewhere on the Property (as permitted hereunder) to be removed from the Property prior to such termination. Congregation shall

have the right, upon such termination, to require Program to remove all alterations and modifications made to the Premises by Program, and Program shall otherwise deliver the Agreed Area to Congregation in the same condition, normal wear and tear excepted, as the same was in on the Commencement Date, free and clear of all property owned by Program, and all refuse and debris.

#### Q. RENEWAL

Program, at its sole option, may renew this Agreement for an additional \_\_\_\_\_ (the "Extension Period") upon the same terms and conditions contained herein other than payment, by giving Congregation written notice thereof no later than \_\_\_\_\_.

#### R. SALE OF FACILITY

Congregation hereby agrees that in the event the Facility is sold, Program, at its sole option,



may terminate this Agreement effective at anytime between Congregation's notification to Program of such sale and the closing of such sale (the "Closing Date"). Congregation agrees that in the event Program does not terminate this Agreement on or prior to the Closing Date, Congregation shall require the purchaser or purchasers to purchase the Facility subject to this Agreement and to assume all of Congregation's obligations hereunder until the termination of the then applicable Term.

S. Assignment; Subletting.

- 1) The Program shall not assign this Agreement in whole or in part, nor sub-let the Premises or any portion thereof, without the prior written consent of Congregation in each instance, which may be withheld or denied in Congregation's sole discretion. For purposes hereof, the term "assignment" shall include, without limitation, the transfer during the Term of greater than 50% of the voting or capital interest in The Program (regardless of whether any such transfer is effectuated pursuant to a single transaction or more than one transaction). The consent by Congregation to any assignment or sub-Agreement shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sub Agreement. If this Agreement is assigned by The Program, no such assignment shall be deemed a waiver of this covenant, or the acceptance of the assignee, as tenant, or a sub-Agreement of The Program from the further performance by The Program of covenants on the part of The Program herein contained.
- 2) The Congregation shall have the right, from time to time and at any time, to assign this Agreement and any or all of Congregation's rights, duties and obligations hereunder, without The Program's consent, to any purchaser, mortgagee or other transferee of the Property, or any portion thereof.
- 3) The Congregation hereby agrees that in the event the Facility is sold, Program, at its sole option, may terminate this Agreement effective at any time between Congregation's notification to Program of such sale and the closing of such sale (the "Closing Date"). Congregation agrees that in the event Program does not terminate this Agreement on or prior to the Closing Date, Congregation shall require the purchaser or purchasers to purchase the Facility subject to this Agreement and to assume all of Congregation's obligations hereunder until the termination of the then applicable Term.



#### T. SECURITY DEPOSIT

Upon execution of this Agreement, Program shall deposit the sum of \_\_\_\_\_ [list security deposit here, at least one month's Share of Expenses] to be held as collateral security for the payment of amounts due to Congregation under this Agreement and for the faithful performance of all other covenants and Agreements hereunder. This amount, without interest, shall be returned to Program after the termination of this Agreement and provided Program shall have made all such payments and performed all such covenants and agreements. Upon any default by Program, all or part of said deposit may, at Program's sole option, be applied on account of such default and Program shall be responsible for restoring the resulting deficiency in said deposit. In addition, beginning on the first day of the second year of the Term of the Agreement, if applicable, and each year thereafter, Program shall increase the security deposit to equal the percent of increase in the Share of Expenses for the prior year. The security deposit may not be used for the payment of the last month's Share of Expenses.

#### U. REAL ESTATE TAXES

The Program represents that it is a charitable, religious or educational organization entitled to be exempt from real estate taxes under the law of Illinois. In the event that the Facility or the Premises are assessed for real estate taxes as a result of Program's use thereof, Program shall pay to the Congregation any and all such real estate taxes assessed on the property not later than fifteen (15) days prior to the due date of such real estate taxes.

## V. MISCELLANEOUS

(1) All covenants, promises, representations and agreements herein contained shall be binding upon and inure to the benefit of Congregation and Program and their respective successors and assigns.

(2) The rights and remedies created hereby are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

(3) The words "Congregation" and "Program" shall be construed to apply to firms or corporations, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

(4) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement.

(5) Program agrees to indemnify and hold harmless the Congregation from any and all claims, liabilities, damages or costs, including reasonable attorney's fees arising from Program's use of the Premises which cause a violation of Americans with Disabilities Act of 1980 (the "Act"). Program further acknowledges that Congregation is exempt from the coverage of the Act and that any resulting violation of the Act is the sole responsibility of Program.

(6) The Program, its agents and servants, at its own expense, shall at all times observe, perform and abide by all requirements of any federal, state and local regulatory authorities with respect to the use of the Premises and shall obtain and maintain at its own expense any required licenses, certificates, or variations of the zoning laws, if applicable.

(7) The Program shall pay all reasonable attorney's fees and expenses of the Congregation incurred in enforcing any of the obligations of the Program under this Agreement, or in any

litigation or negotiations against the Program in which the Congregation shall, without its fault, become involved through or on account of this Agreement.

(8) All property belonging to Program and its employees, agents and invitees or any occupant of the Premises that is in the Facility or the Premises, shall be there at the risk of Program or other person only, and Congregation shall not be liable for damage thereto or theft or misappropriation thereof.

(9) Each and every monthly payment on the Share of Expenses and every payment of other charges hereunder which shall not be paid when due shall bear interest at the prime rate as then established by the Hyde Park Bank, which rate is effective from the date when the same is payable under the terms of this Agreement until the same shall be paid.

(10) Program agrees to recognize as owner of the Premises any person or persons or other entity purchasing or otherwise acquiring the Premises or any right therein or thereto at any sale, sales, or other proceedings under any mortgage, deed of trust, or liens or security interest affecting the shared Premises who may elect to continue this Agreement in full force and effect in the same manner and with like effect as if such person or persons had been named as Congregation herein, and in the event of such election this Agreement shall continue in full force and effect as aforesaid.

(11) Program has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, including, but not limited to, mechanics' liens, whether created by act of Program, operation of law or otherwise, to attach to or be placed upon the Facility or any part thereof, and any and all liens and encumbrances created by Program shall attach only to Program's rights under this Agreement.

(12) Notices under this Agreement shall be in writing and either hand delivered or sent by mail, facsimile transmission or email transmission to the party being notified at the address, facsimile number or email address appearing after the party's signature. Notices shall be deemed

received: (i) when hand delivered; or (ii) two business days after mailing with postage prepaid; or (iii) when received if sent by facsimile or email transmission during normal business hours, and if receipt is electronically confirmed; or (iv) on the later of actual receipt or the next business day after transmission if sent by facsimile or email transmission outside of normal business hours, and if receipt is electronically confirmed.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their respective seals, the day and year first above written.

CONGREGATION:

By: \_\_\_\_\_

Its \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

PROGRAM:

By: \_\_\_\_\_

Its \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_